

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CIRO LUNA,

Plaintiff,

-against-

08-cv-3844 (SHS)

CAMILLE PRODUCTIONS, LLC d/b/a
VERLAINE,

Defendant.

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DEFENDANT'S ANSWER

Defendants CAMILLE PRODUCTIONS, LLC, by its attorneys, Clifton Budd &
DeMaria, LLP, for its Answer to the Complaint, states as follows:

NATURE OF THE ACTION

1. Deny.
2. Deny.

JURISDICTION AND VENUE

3. States legal conclusions, which defendant refers to the Court for resolution.
4. States legal conclusions, which defendant refers to the Court for resolution.
5. States legal conclusions, which defendant refers to the Court for resolution.

THE PARTIES

6. Deny knowledge or information sufficient to form a belief.

7. Admit that Camille Productions LLC operates a lounge named Verlaine, located at 110 Rivington Street, New York, New York 10002, and otherwise deny.

STATEMENT OF FACTS.

8. Admit that Camille Productions LLC operates a lounge named Verlaine, located at 110 Rivington Street, New York, New York 10002, and otherwise deny.

9. Admit.

10. Deny.

11. Deny.

12. Deny.

FIRST CLAIM FOR RELIEF: FAIR LABOR STANDARDS ACT

13. Defendant incorporates the foregoing paragraphs as though set forth fully herein.

14. States legal conclusions, which defendant refers to the Court for resolution.

15. States legal conclusions, which defendant refers to the Court for resolution.

16. Admit. **[Cliff: please confirm this gross revenue in excess of \$500k in all years]**

17. Deny knowledge or information sufficient to form a belief.

18. Deny.

19. Deny.

20. Deny.

21. Deny.

22. Deny.

SECOND CLAIM FOR RELIEF: NEW YORK LABOR LAW

23. Defendant incorporates the foregoing paragraphs as though set forth fully herein.

24. States legal conclusions, which defendant refers to the Court for resolution.

25. Deny.

26. Deny.

FIRST DEFENSE

27. The Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

28. Plaintiff's claims are barred to the extent he seeks recovery for activities not compensable, including traveling to and from the actual place of performance of the principal activities which he was employed to perform, and activities which are preliminary and postliminary to said principal activities.

THIRD DEFENSE

29. Some or all of plaintiff's claims are barred by applicable periods of limitations.

FOURTH DEFENSE

30. Plaintiff's claims are barred because if plaintiff actually worked compensable overtime hours, defendant had neither actual nor constructive knowledge thereof.

FIFTH DEFENSE

31. Some or all of plaintiff's claims are barred by the de minimis rule because they involve insignificant amounts of overtime.

SIXTH DEFENSE

32. Defendants are entitled to a meal credit as a set-off against any wages allegedly owed to plaintiff. **[Cliff: did we provide meals to Ciro before, during or after his shift]**

SEVENTH DEFENSE

33. Plaintiff's claim for premium pay may not be maintained as plaintiff was paid wages in excess of those required under applicable regulations of the New York State Department of Labor.

EIGHTH DEFENSE

34. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel and/or laches.

NINTH DEFENSE

35. Any violation of the FLSA or New York Labor Law on the part of defendant (and defendant expressly deny any such violation) was inadvertent or the product of neglect, and was not willful.

WHEREFORE, defendant respectfully requests that the Complaint be dismissed with prejudice and with costs, and that this Court grant such other and further relief as the Court deems appropriate.

Dated: New York, New York
May 29, 2008

CLIFTON BUDD & DeMARIA, LLP

By: s/ _____
Arthur J. Robb (AR 9446)
Attorneys for Defendant
420 Lexington Avenue
New York, NY 10170
(212) 687-7410